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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 8-K**

**CURRENT REPORT PURSUANT  
TO SECTION 13 OR 15(D) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): May 2, 2007

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**THE GEO GROUP, INC.**

(Exact Name of Registrant as Specified in Its Charter)

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**Florida**

(State or Other Jurisdiction of Incorporation)

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**1-14260**

(Commission File Number)

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**65-0043078**

(IRS Employer Identification No.)

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**621 NW 53rd Street, Suite 700, Boca Raton, Florida**

(Address of Principal Executive Offices)

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**33487**

(Zip Code)

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(561) 893-0101

(Registrant's Telephone Number, Including Area Code)

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N/A

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Section 1 — Registrant’s Business and Operations**

### **Item 1.01 Entry into a Material Definitive Agreement.**

On May 2, 2007, The GEO Group, Inc. (“GEO”) completed a third amendment to its senior secured credit facility through the execution of Amendment No. 3 to the Third Amended and Restated Credit Agreement, dated as of January 24, 2007 (the “Credit Agreement”) (the “Amendment”), between GEO, as Borrower, certain of GEO’s subsidiaries, as Grantors, and BNP Paribas, as Lender and as Administrative Agent. The Amendment modified GEO’s affirmative covenant with respect to its obligation to enter into certain hedging agreements.

The Amendment is filed with this report as Exhibit 10.1 and is incorporated herein by reference.

## **Section 2 — Financial Information**

### **Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information contained in Item 1.01 above is incorporated herein by reference.

## **Section 9 — Financial Statements and Exhibits**

### **Item 9.01 Financial Statements and Exhibits.**

#### c) Exhibits

10.1 Amendment No. 3 to the Third Amended and Restated Credit Agreement, dated effective as of May 2, 2007, between The GEO Group, Inc., as Borrower, certain of GEO’s subsidiaries, as Grantors, and BNP Paribas, as Lender and as Administrative Agent

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

THE GEO GROUP, INC.

May 8, 2007

Date

By: /s/ John G. O'Rourke

John G. O'Rourke

Senior Vice President -- Finance and Chief Financial Officer

(Principal Financial Officer and duly authorized signatory)

## AMENDMENT NO. 3

AMENDMENT NO. 3 dated effective as of May 2, 2007 among THE GEO GROUP, INC. (formerly known as Wackenhut Corrections Corporation), a Florida corporation, as borrower (the "Borrower"), certain of its Subsidiaries executing this Amendment No. 3 on the signature pages hereto, as grantors (the "Grantors"), the Lenders executing this Amendment No. 3 on the signature pages hereto and BNP PARIBAS, in its capacity as Administrative Agent under the Credit Agreement referred to below (together with its permitted successors, the "Administrative Agent").

The Borrower, the lenders party thereto (including the Lenders executing this Amendment No. 3 on the signature pages hereto) and the Administrative Agent are parties to a Third Amended and Restated Credit Agreement dated as of January 24, 2007 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by means of loans and letters of credit) to be made by said lenders to the Borrower in an aggregate principal or face amount not exceeding \$515,000,000.

The Borrower and the Lenders party hereto wish now to amend the Credit Agreement in certain respects, and accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in this Amendment No. 3, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendment. Subject to the satisfaction of the condition precedent specified in Section 3 below, but effective as of the date hereof, the text of Section 9.17 of the Credit Agreement shall be deleted in its entirety and replaced with the following:

"With respect to any borrowing under an Incremental Term Loan, the Borrower will within 60 days of the date of such borrowing enter into, and thereafter maintain in full force and effect, one or more Hedging Agreements with one or more of the Lenders that effectively enables the Borrower (in a manner satisfactory to the Administrative Agent) to be protected against increases in the three month London interbank offered rate as to at least thirty-five percent (35%) of the sum of (a) the outstanding Initial Term Loans, (b) the outstanding Incremental Term Loans (after giving effect to such borrowing) and (c) the outstanding High-Yield Notes for a period of at least 2 years measured from the date of such borrowing."

Section 3. Condition Precedent. The amendment set forth in Section 2 hereof shall become effective, as of the date hereof, upon the receipt by the Administrative Agent of counterparts of this Amendment No. 3 executed by the Borrower, the Grantors, the Administrative Agent and the Required Lenders.

Section 4. Security Documents. The Borrower and the Grantors hereby ratify and confirm the respective Guaranty Obligations and Liens granted by them under the Security Documents in favor of the Secured Parties.

Section 5. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment No. 3 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 3 by signing any such counterpart. This Amendment No. 3 shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to the Credit Agreement to be duly executed and delivered as of the day and year first above written.

THE GEO GROUP, INC. (formerly known as Wackenhut Corrections Corporation), as Borrower

By: /s/ John G. O'Rourke  
Name: John G. O'Rourke  
Title: Senior Vice President and Chief Financial Officer  
CORRECTIONAL SERVICES CORPORATION, as Grantor

By: /s/ John G. O'Rourke  
Name: John G. O'Rourke  
Title: Vice President, Finance

GEO ACQUISITION II, INC., as Grantor

By: /s/ John G. O'Rourke  
Name: John G. O'Rourke  
Title: Vice President - Finance

GEO CARE, INC. (formerly known as Atlantic Shores Healthcare, Inc.), as Grantor

By: /s/ John G. O'Rourke  
Name: John G. O'Rourke  
Title: Treasurer

GEO RE HOLDINGS LLC (formerly known as WCC RE Holdings LLC), as Grantor

By: /s/ John G. O'Rourke  
Name: John G. O'Rourke  
Title: Senior Vice President, Treasurer

[Signature pages continue]

CPT OPERATING PARTNERSHIP, L.P., as Grantor

By: /s/ John G. O'Rourke  
Name: John G. O'Rourke  
Title: Vice President - Finance

CPT LIMITED PARTNER, LLC, as Grantor

By: /s/ John G. O'Rourke  
Name: John G. O'Rourke  
Title: Vice President - Finance

CORRECTIONAL PROPERTIES PRISON FINANCE LLC, as  
Grantor

By: /s/ John G. O'Rourke  
Name: John G. O'Rourke  
Title: Vice President - Finance

PUBLIC PROPERTIES DEVELOPMENT AND LEASING LLC,  
as Grantor

By: /s/ John G. O'Rourke  
Name: John G. O'Rourke  
Title: Vice President - Finance

[Signature pages continue]

BNP PARIBAS,  
as Lender

By: /s/ Shayn P. March  
Name: Shayn P. March  
Title: Director

By: /s/ Duane Helkowski  
Name: Duane Helkowski  
Title: Managing Director

BNP PARIBAS,  
as Administrative Agent

By: /s/ Shayn P. March  
Name: Shayn P. March  
Title: Director

By: /s/ Duane Helkowski  
Name: Duane Helkowski  
Title: Managing Director